



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 21, 2005

IN REPLY PLEASE

REFER TO FILE: **PD-2**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MARINE AVENUE FROM THE SAN DIEGO FREEWAY TO THE
CITY OF HAWTHORNE BOUNDARY
CITIES OF LAWDALE AND REDONDO BEACH-COUNTY COOPERATIVE
AGREEMENTS
SUPERVISORIAL DISTRICTS 2 AND 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project to resurface the deteriorated roadway pavement on Marine Avenue between the subject limits, which is entirely within the Cities of Lawndale and Redondo Beach, is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the cooperative agreements with the Cities of Lawndale and Redondo Beach for the project. The agreements provide for the County to perform the preliminary engineering and administer the construction of the project with each City to finance its jurisdictional share of the project cost. The total project cost is estimated to be \$1,020,000 with the City of Lawndale's share being \$922,000 and the City of Redondo Beach's share being \$98,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and the Cities of Lawndale and Redondo Beach propose to resurface the deteriorated roadway pavement on Marine Avenue from the San Diego Freeway to the City of Hawthorne boundary, which is jurisdictionally shared between these Cities.

The work also includes the reconstruction of curb, gutter, and sidewalk and the construction of wheelchair ramps. Your Board's approval of the enclosed agreements is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence. By improving the subject roadway, residents of the Cities of Lawndale and Redondo Beach and the nearby unincorporated County areas who travel on this street will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total project cost is currently estimated to be \$1,020,000 with the City of Lawndale's share being \$922,000 and the City of Redondo Beach's share being \$98,000. Funding for this project is included in the proposed Fiscal Year 2005-06 Road Fund Budget. Under the terms of the agreements, the City of Lawndale is to utilize a portion of its available Federal Surface Transportation Program funds, its previous assignments of Federal-aid funds to the County, and other City funds to finance its share of the project cost; the City of Redondo Beach will assign to the County a portion of its available Federal Surface Transportation Program funds to finance its share of the project cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreements, which have been approved by County Counsel, provide for the County to perform the preliminary engineering and administer the construction of the project with the Cities of Lawndale and Redondo Beach to finance their respective jurisdictional shares of the project cost.

The Honorable Board of Supervisors
July 21, 2005
Page 3

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Class 1 (x), Subsections 2 and 14, of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301, Class 1 (c) of the State California Environmental Quality Act Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Marine Avenue is on County's Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are three copies of each of the agreements, which have been approved by the Cities of Lawndale and Redondo Beach and approved as to form by County Counsel. Upon approval, please return the copies marked "CITY ORIGINAL" to us for processing together with one adopted copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

HG:cr
C060068
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Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LAWNDAL, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

WITNESSETH

WHEREAS, CITY and COUNTY propose to resurface the deteriorated roadway pavement on Marine Avenue from the San Diego Freeway to the City of Hawthorne boundary, including the reconstruction of curb, gutter, and sidewalk and the construction of wheelchair ramps, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and the City of Redondo Beach; and

WHEREAS, PROJECT is of general interest to CITY and the City of Redondo Beach; and

WHEREAS, CITY has requested and COUNTY is willing to perform or caused to be performed the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, and construction survey, signing and striping for PROJECT as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Twenty Thousand and 00/100 Dollars (\$1,020,000.00), with the CITY'S share being Nine Hundred Twenty-two Thousand and 00/100 Dollars (\$922,000.00) and the City of Redondo Beach's share being Ninety-eight Thousand and 00/100 Dollars (\$98,000.00); and

WHEREAS, CITY and the City of Redondo Beach are willing to finance their respective shares of COST OF PROJECT; and

WHEREAS, CITY and COUNTY have heretofore executed Agreement Nos. 71001, 71779, and 72637 providing for the assignment of CITY Federal-aid funds to COUNTY to prevent these funds from lapsing; and

WHEREAS, CITY proposes to finance a portion of its share of COST OF PROJECT by utilizing the CITY'S credit of Federal-aid funds previously assigned to COUNTY under Agreement Nos. 71001, 71779, and 72637, currently estimated to be Two Hundred Fifty-eight Thousand Five Hundred and 00/100 Dollars (\$258,500.00); and

WHEREAS, CITY proposes to finance a portion of its jurisdictional share of COST OF PROJECT by assigning Two Hundred Five Thousand Five Hundred and 00/100 Dollars (\$205,500.00) of its available Federal Intermodal Surface Transportation Efficiency Act Surface Transportation Program (STP) funds to COUNTY; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of STP funds between agencies; and

WHEREAS, COUNTY is willing to accept CITY'S assignment of STP funds; and

WHEREAS, CITY further proposes to finance its remaining jurisdictional share of COST OF PROJECT by utilizing Four Hundred Fifty-eight Thousand and 00/100 Dollars (\$458,000.00) of CITY'S Proposition C Local Return funds.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the premises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each government entity mentioned in this AGREEMENT.
- b. "COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of PRELIMINARY ENGINEERING, right-of-way acquisition and clearance matters, construction contract, required materials, detour, signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of "PRELIMINARY ENGINEERING," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently

effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- d. The cost of "CONSTRUCTION CONTRACT," as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, pursuant to paragraph (4) a., below, the actual amount of which is to be determined by a final accounting of PROJECT costs.
- b. That an estimated Two Hundred Fifty-eight Thousand Five Hundred and 00/100 Dollars (\$258,500.00) of CITY'S Federal-aid credit, through its previous assignments of Federal-aid funds to COUNTY under Agreement Nos. 71001, 71779, and 72637, shall be used to finance a portion of CITY'S share of COST OF PROJECT.
- c. To assign Two Hundred Five Thousand Five Hundred and 00/100 Dollars (\$205,500.00) of CITY'S available STP funds to COUNTY to finance a portion of CITY'S share of COST OF PROJECT. Such assignment shall be effective upon full execution of this AGREEMENT with no further action required by CITY.
- d. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY'S Proposition C Local Return funds in the amount of Four Hundred Fifty-eight Thousand and 00/100 Dollars (\$458,000.00) to finance its remaining share of COST OF PROJECT.
- e. To grant to COUNTY any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT at no cost to COUNTY to the extent not already provided by law.
- f. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S highway right of way.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the

proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over to the utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- h. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the CONSTRUCTION CONTRACT and in all things necessary and proper to complete PROJECT.
- i. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform or cause to perform PRELIMINARY ENGINEERING, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To accept CITY'S assignment of STP funds as payment toward the remaining CITY'S jurisdictional share of COST OF PROJECT.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer CONSTRUCTION CONTRACT, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.
- e. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual COST OF PROJECT including an itemization of actual unit costs and actual quantities for COST OF PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS.

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and the City of Redondo Beach based on the location of the improvements and/or work done. Thus, the cost of all work

or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs shall only constitute COST OF PROJECT within CITY'S JURISDICTION.

- b. That if, for some reason, CITY'S available balance of STP funds or Proposition C Local Return funds are insufficient to finance CITY'S commitment, as set forth in paragraphs (2) b., (2) c., and (2) d., above, CITY shall pay COUNTY other CITY funds, upon demand by COUNTY, so that when combined with CITY'S available Federal-aid credit and/or STP funds, and CITY'S Proposition C Local Return funds, the total will equal CITY'S share of COST OF PROJECT. Said demand will consist of a billing invoice prepared by COUNTY.
- c. That if CITY'S payment, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- d. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY of Los Angeles Department of Public Works within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. Public Works shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- e. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.

- g. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Blane Frandsen
Director of Public Works
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

COUNTY: Mr. Donald L. Wolfe
Acting Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- i. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- j. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LAWNSDALE on _____, 2005, and by the COUNTY OF LOS ANGELES on _____, 2005.

COUNTY OF LOS ANGELES

ATTEST:

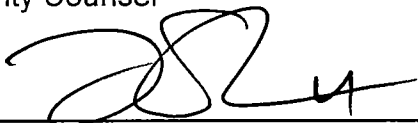
By _____
Chair, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

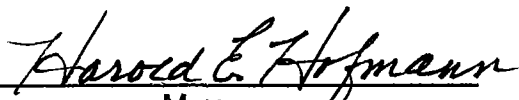
By _____
Deputy

APPROVED AS TO FORM:

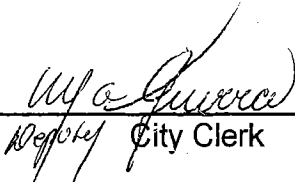
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

CITY OF LAWNSDALE

By  _____
Mayor

ATTEST:

By  _____
Deputy City Clerk

By  _____
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF REDONDO BEACH, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, CITY and COUNTY propose to resurface the deteriorated roadway pavement on Marine Avenue from the San Diego Freeway to the City of Hawthorne boundary including the reconstruction of curb, gutter, and sidewalk and the construction of wheelchair ramps, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and the City of Lawndale; and

WHEREAS, PROJECT is of general interest to CITY and the City of Lawndale; and

WHEREAS, CITY has requested and COUNTY is willing to perform or caused to be performed the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, and construction survey, signing, and striping for PROJECT as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Twenty Thousand and 00/100 Dollars (\$1,020,000.00) with CITY'S share being Ninety-eight Thousand and 00/100 Dollars (\$98,000.00) and the City of Lawndale's share being Nine Hundred Twenty-two Thousand and 00/100 Dollars (\$922,000.00); and

WHEREAS, CITY and the City of Lawndale are willing to finance their respective jurisdictional shares of COST OF PROJECT; and

WHEREAS, CITY further proposes to finance its jurisdictional share of COST OF PROJECT by assigning a portion of its available Federal Intermodal Surface Transportation Efficiency Act Surface Transportation Program (STP) funds to COUNTY, currently estimated to be Ninety-eight Thousand and 00/100 Dollars (\$98,000.00); and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of STP funds between agencies; and

WHEREAS, COUNTY is willing to accept CITY'S assignment of STP funds.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each government entity mentioned in this AGREEMENT.
- b. "COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, right-of-way acquisition and clearance matters, construction contract, required materials, detour, signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, pursuant to paragraph (4) a., below, the actual amount of which is to be determined by a final accounting of PROJECT costs.
- b. To assign a portion of CITY'S available STP funds to COUNTY, currently estimated to be Ninety-eight Thousand and 00/100 Dollars (\$98,000.00) to finance CITY'S jurisdictional share of COST OF PROJECT. Such assignment shall be effective upon full execution of this AGREEMENT with no further action required by CITY.

- c. To grant to COUNTY any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT, at no cost to COUNTY, to the extent not already provided by law.
- d. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform or cause to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To accept CITY'S assignment of STP funds as payment toward the CITY'S share of COST OF PROJECT.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.

- e. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual COST OF PROJECT including an itemization of actual unit costs and actual quantities for COST OF PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS.

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and the City of Lawndale based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs shall only constitute COST OF PROJECT within CITY'S JURISDICTION.
- b. That CITY'S total actual assignment of STP funds shall be an amount equal to CITY'S jurisdictional share of COST OF PROJECT, as set forth in paragraph (2) b., above, based on the final accounting.
- c. That if, for some reason, CITY'S available balance of STP funds is insufficient to finance CITY'S commitment, as set forth in paragraphs (2) c. and (4) b., above, CITY shall pay COUNTY other CITY funds, upon demand by COUNTY, so that when combined with CITY'S available Federal-aid credit and/or STP funds, the total will equal CITY'S share of COST OF PROJECT. Said demand will consist of a billing invoice prepared by COUNTY.
- d. That if CITY'S payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- e. That if CITY'S payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY of Los Angeles Department of Public Works within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. Public Works shall review all disputed charges and submit a written justification detailing

the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

- g. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Steve Huang
City Engineer
City of Redondo Beach
P.O. Box 270
Redondo Beach, CA 90277

COUNTY: Mr. Donald L. Wolfe
Acting Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this

AGREEMENT.

- l. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- m. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- n. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32068 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, duly authorized, by the CITY OF REDONDO BEACH on _____, 2005, and by the COUNTY OF LOS ANGELES on _____, 2005.

COUNTY OF LOS ANGELES

ATTEST:

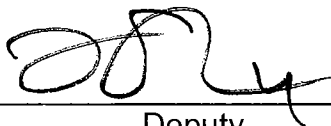
VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chair, Board of Supervisors

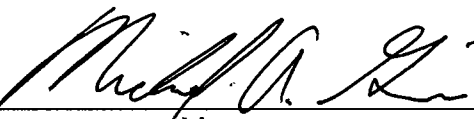
By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

CITY OF REDONDO BEACH

By  _____
Mayor

ATTEST:

By  _____
City Clerk

By  _____
Asst City Attorney